

JS 44 (Rev. 08/16)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

NIGHT VISION DEVICES, INC.

(b) County of Residence of First Listed Plaintiff **LEHIGH**

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

THEODORE JOBES, ESQUIRE, FOX ROTHSCHILD LLP, 2000
MARKET STREET, 20TH FLOOR, PHILADELPHIA, PA 19103

DEFENDANTS

US NIGHT VISION CORPORATION

County of Residence of First Listed Defendant **PLACER**

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 u.s.c. Section 1332

Brief description of cause:

Breach of Contract and Declaratory Judgment for nonpayment.

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
\$277,033.46

 CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No
VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE **none**

DOCKET NUMBER

DATE

9/21/18

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Night Vision Devices, Inc.

v.

US Night Vision Corporation

CIVIL ACTION


NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

9/21/18


 Theodore H. Jobs, Esquire

Plaintiff

Date**Attorney-at-law****Attorney for**

215-299-2786

215-299-2150

tjobs@foxrothschild.com

Telephone**FAX Number****E-Mail Address**

**Civil Justice Expense and Delay Reduction Plan
Section 1:03 - Assignment to a Management Track**

- (a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.
- (b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management or Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.
- (c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.
- (d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.
- (e) Nothing in this Plan is intended to supersede Local Civil Rules 40.1 and 72.1, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

**SPECIAL MANAGEMENT CASE ASSIGNMENTS
(See §1.02 (e) Management Track Definitions of the
Civil Justice Expense and Delay Reduction Plan)**

Special Management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such cases as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual stockholders; stockholder's derivative and stockholder's representative actions; class actions or potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 542 Kemmerer Lane, Allentown, PA 18106

Address of Defendant: 1420 E. Roseville Parkway, Suite 140-321, Roseville, CA 95661

Place of Accident, Incident or Transaction: Allentown, Pennsylvania

RELATED CASE, IF ANY:

Case Number: None Judge: ALC Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions.

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9/21/18 TH H. Jobs 62165

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☒ 9. All other Diversity Cases **Breach of Contract**

(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Theodore H. Jobs, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 9/21/18 TH H. Jobs 62165

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NIGHT VISION DEVICES, INC.,

Plaintiff,

v.

US NIGHT VISION CORPORATION,

Defendant.

CIVIL ACTION NO.

COMPLAINT

Plaintiff, Night Vision Devices, Inc. (formerly known as Night Vision Depot) (“NVD”), by and through its undersigned counsel, files this complaint against defendant US Night Vision Corporation (“USNV”), and in support thereof, alleges the following:

INTRODUCTION

1. This is a breach of contract and declaratory judgment case arising out of USNV’s failure to pay for night vision equipment it purchased from NVD, and which NVD delivered, despite the fact the USNV resold the night vision equipment to a third party which paid USNV in full. The end customer has returned the night vision equipment to NVD for repairs covered by warranty. NVD and its parts supplier have honored the warranties on the products, but NVD seeks a declaratory judgment that it need not release back to USNV or its downstream purchasers 38 units for which USNV has never paid, despite being invoiced nearly a year ago and despite repeated demands for payment from NVD.

THE PARTIES

2. Plaintiff, Night Vision Devices, Inc., formerly known as Night Vision Depot (NVD), is Pennsylvania corporation with its principal place of business and headquarters located at 542 Kemmerer Lane, Allentown, Pennsylvania 18106.

3. Defendant, US Night Vision Corporation (USNV), is a California corporation with its principal place of business and headquarters located at 1420 E. Roseville Parkway, Suite 140-321, Roseville, California 95661.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. Section 1332 because the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

5. Venue is proper in this district under 28 U.S.C. Section 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in Allentown, Pennsylvania, within this district.

FACTUAL BACKGROUND

6. NVD is an Allentown, Pennsylvania manufacturer and seller of night vision equipment, primarily for military and law enforcement uses.

7. USNV is a California re-seller of night vision equipment.

8. On February 3, 2017, USNV issued Purchase Order number 6675 (the "Purchase Order") to NVD to purchase 395 BNVD night vision devices at a cost of \$7,300.00 per unit, plus 395 external battery packs at a cost of \$559.00 per unit, for a total purchase amount of \$3,104,305.00. A true and correct copy of the Purchase Order is attached as Exhibit "A".

9. NVD and USNV agreed to the following payment terms for the Purchase Order: USNV agreed to pay NVD twenty five percent (25%) of the purchase price prior to the acceptance

of the Purchase Order, an additional twenty five percent (25%) of the purchase price at the time of shipment, and the balance of the purchase price within thirty (30) days of shipment of the night vision devices.

10. Pursuant to the Purchase Order and the parties' agreement on payment terms, NVD ordered the component parts and manufactured the 395 night vision devices and optional external battery packs ordered by USNV.

11. From July 13, 2017 through October 11, 2017, NVD shipped all 395 BNVD night vision devices and 395 external battery packs to USNV and issued four (4) invoices to USNV.

12. The invoices are as follows: (1) Invoice Number 0030860-IN, dated July 13, 2017, in the amount of \$668,015.00; (2) Invoice Number 0031073-IN, dated August 25, 2017, in the amount of \$550,130.00; (3) Invoice Number 0031239-IN, dated September 28, 2017, in the amount of \$550,130.00; and (4) Invoice Number 0031331-IN, dated October 11, 2017, in the amount of \$1,377,010.48 (collectively, the "Invoices"). The four Invoices total \$3,145,285.48, which includes the 395 BNVD units and 395 external battery packs as set forth in USNV's Purchase Order for a total price of \$3,104,305.00, plus 96 battery packs packaged in soft cases at \$426.88 for a total of \$40,980.48. True and correct copies of the Invoices are attached collectively as Exhibit "B".

13. After receiving the 395 BNVD units and 395 external battery packs it purchased from NVD, USNV re-sold these items to a third party, Regulus Global, which paid USNV in full for all of the night vision equipment. Regulus Global, either directly or through an intermediary, sold the items to a foreign United States ally for use in counter-terrorism operations. The foreign ally paid Regulus Global, directly or through an intermediary, in full, for the night vision equipment.

14. Despite having received payment in full from its customer, Regulus Global (and all downstream customers having paid in full), and despite having agreed to make payment in full within 30 days of shipment of the night vision equipment, USNV has failed and refused to pay NVD a substantial portion of the purchase price for the night vision equipment that it purchased and received from NVD.

15. Specifically, despite repeated demands, USNV still owes NVD a balance of **\$277,033.46**, more than eleven (11) months after the final shipment made by NVD on October 11, 2017, and more than ten (10) months after final payment was due pursuant to the “net 30 days” terms agreed to by USNV and NVD.

16. After the ultimate end-user began using the night vision devices, it complained of a defect in the Image Intensification Tubes (the “IITs”), which caused streaks to appear in the image tubes when using the night vision equipment. IITs are a key component part of the BNVD night vision devices. They are manufactured by a supplier to NVD.

17. As a result of the end-user’s complaints about the IITs, NVD contacted Harris Corporation, the manufacturer of the IITs, and informed it of the issue. Harris then traveled to the customer’s location and screened all 395 BNVDs. After the screening, Harris determined that 234 of the 395 BNVD devices should be returned to NVD for warranty replacement of the faulty IITs. These 234 BNVDs were then shipped by the end user to Regulus Global, which, in turn, returned the devices directly to NVD for warranty replacement of the Harris IITs.

18. NVD and its IIT supplier Harris have agreed to honor the product warranties on these 234 BNVDs and Harris has provided new replacement tubes to NVD. NVD is in the process of re-manufacturing the 234 products. To date, NVD has repaired and returned 194 units and still has 40 units to repair.

19. The 40 units that NVD still has to repair are worth \$292,000.00. NVD is prepared to return two more units, but seeks a declaratory judgment that it need not return 38 units – worth \$277,400.00 at the USNV purchase price of \$7,300.00 per unit – until USNV pays in full the outstanding balance of \$277,033.46 that it has owed to NVD for nearly a year.

CLAIMS AND CAUSES OF ACTION

COUNT I

Breach of Contract

20. NVD incorporates by reference the allegations in paragraphs 1 through 19 above.

21. NVD and USNV are parties to a binding, written contract (the Purchase Order and Invoices), pursuant to which NVD manufactured and sold, and USNV received and re-sold (receiving payment in full from its customer), 395 BNVD units, 395 external battery packs, and 96 battery packs packaged in soft cases.

22. NVD has performed all of its obligations under the contract.

23. USNV has breached the contract by failing to pay a balance of \$277,033.46 due and owing to NVD for the night vision equipment it purchased and NVD delivered.

24. As a result of USNV's breach of contract, NVD has been harmed.

25. NVD is entitled to damages from USNV in the amount of \$277,033.46, plus interest at the rate of 1.5% per month as set forth in the Invoices, for the balance due pursuant to the Purchase Order and Invoices, as a result of USNV's breach of contract.

COUNT II

Declaratory Judgment

26. NVD incorporates by reference the allegations in paragraphs 1 through 25 above.

27. As a result of USNV's failure to pay NVD a balance due and owing of \$277,033.46 for the night vision equipment, and the fortuitous event that the equipment was returned to NVD for warranty repairs and NVD is now holding 40 units (after having repaired and returned 234 units) worth \$292,000.00 at USNV's purchase price, there is an actual controversy between NVD and USNV.

28. NVD seeks a declaratory judgment that it can retain, and is not required to return, 38 units of BNVD night vision equipment, worth \$277,400.00 at the USNV purchase price of \$7,300.00 per unit, until USNV pays in full the outstanding balance of \$277,033.46 that USNV has owed to NVD for nearly a year. (NVD will complete the repairs and return 2 of the final 40 units of the 234 units that were returned for repairs.)

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Night Vision Devices, Inc. respectfully requests that:

- (1) The Court find and enter Judgment in Plaintiff NVD's favor against Defendant USNV on Plaintiff's Claims for Relief, Counts I and II.
- (2) The Court award Plaintiff NVD compensatory damages caused by Defendant USNV's breach of contract in the amount of \$277,033.46, plus interest at the rate of 1.5 % per month, for which USNV shall be liable.
- (3) The Court enter a declaratory judgment that Plaintiff NVD can retain, and is not required to return, 38 units of BNVD night vision equipment, worth \$277,400.00 at the USNV purchase price of \$7,300.00 per unit, until USNV pays in full the outstanding balance of \$277,033.46 that USNV owes to NVD.
- (4) The Court award Plaintiff NVD its costs in this civil action.
- (5) The Court award such other and further relief as the Court may deem just and equitable.



Theodore H. Jobes, Esquire
Pennsylvania Atty. No. 62165
FOX ROTHSCHILD LLP
2000 Market Street, 20th Floor
Philadelphia, PA 19103
(215) 299-2786
(215) 299-2150 (fax)
tjobes@foxrothschild.com

Attorney for Plaintiff,
Night Vision Devices, Inc.

Dated: September 21, 2018

EXHIBIT “A”


US NightVision
US Night Vision Corporation

1420 E. Roseville Pkwy
 1420 E. Roseville Pkwy
 Suite 140-321
 Roseville, CA 95661

Purchase Order

Date	P.O. No.
2/3/2017	6675

Vendor
Night Vision Depot 542 Kemmerer Lane Allentown, PA 18104

Ship To
Regulus Global Will Somerindyke 1528 Taylor Farm Road, Suite 105 Virginia Beach, VA 23453

Terms		Ship Via		FOB		Comments	
Nct 30		Collect					
Qty	USNV #	Mfg #	Description	Unit Cost	Rcv'd	Amount	
395	004403	NVD-BNV D-WP	USNV BNVD; 2200-2400 FOM AUTOGATED TUBES; WHITE; 10 YEAR WARRANTY	7,300.00	0	2,883,500.00	
395	004404		BNVD External Battery Pack	559.00	0	220,805.00	
				0.00		0.00	
				Total		\$3,104,305.00	

EXHIBIT “B”



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 1

INVOICE

INVOICE NUMBER: 0030860-IN

INVOICE DATE: 7/13/2017

ORDER NUMBER: 0018294

ORDER DATE: 2/3/2017

CUSTOMER NO.: USNI001

CUSTOMER P.O. NO.: 6675

SOLD TO:	SHIP TO:
US NIGHT VISION CORP 1420 EAST ROSEVILLE PKWY SUITE 140-321 ROSEVILLE CA 95661	REGULUS GLOBAL 1528 TAYLOR FARM ROAD SUITE 105 WILL SOMERINDYKE VIRGINIA BEACH, VA 23453

SHIP VIA	TRACKING NUMBERS	TERMS
UPS NEXT DAY	;	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
NVD-BNVDSGWP-24	EACH	395	85	310	7,300.00	620,500.00
BNVD-SG (SINGLE GAIN) WITH (WHITE PHOSPHOR FOM 2200-2400 IMAGE TUBES) INCLUDE: BNVD-SG WITH TUBE/SYSTEM DATA SHEET, SOFT CARRY CASE, HEADMOUNT W/ BROWPADS, OPERATORS MANUAL, LENS CAPS, NECKCORD, EYECUPS, DEMIST SHIELDS, SACRIFICIAL WINDOWS, IR SPOT/FLOOD LENS, DOVETAIL MOUNTING ADAPTER, LENS TISSUE, AND 2 AA BATTERIES						

WITH OPTIONAL EXTERNAL BATTERY PACK

SERIAL NO.: 55832
SERIAL NO.: 55833
SERIAL NO.: 55834
SERIAL NO.: 55835
SERIAL NO.: 55836
SERIAL NO.: 55837
SERIAL NO.: 55838
SERIAL NO.: 55839
SERIAL NO.: 55840
SERIAL NO.: 55841
SERIAL NO.: 55842
SERIAL NO.: 55843
SERIAL NO.: 55844
SERIAL NO.: 55845
SERIAL NO.: 55846
SERIAL NO.: 55847
SERIAL NO.: 55848
SERIAL NO.: 55849
SERIAL NO.: 55850
SERIAL NO.: 55851
SERIAL NO.: 55852
SERIAL NO.: 55853
SERIAL NO.: 55854
SERIAL NO.: 55855
SERIAL NO.: 55856

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 2

INVOICE

INVOICE NUMBER: 0030860-IN
INVOICE DATE: 7/13/2017
ORDER NUMBER: 0018294
ORDER DATE: 2/3/2017
CUSTOMER NO.: USNI001
CUSTOMER P.O. NO.: 6675

SOLD TO:	SHIP TO:
US NIGHT VISION CORP 1420 EAST ROSEVILLE PKWY SUITE 140-321 ROSEVILLE CA 95661	REGULUS GLOBAL 1528 TAYLOR FARM ROAD SUITE 105 WILL SOMERINDYKE VIRGINIA BEACH, VA 23453

SHIP VIA	TRACKING NUMBERS	TERMS
UPS NEXT DAY	;	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.: 55857						
SERIAL NO.: 55858						
SERIAL NO.: 55859						
SERIAL NO.: 55860						
SERIAL NO.: 55861						
SERIAL NO.: 55862						
SERIAL NO.: 55863						
SERIAL NO.: 55864						
SERIAL NO.: 55865						
SERIAL NO.: 55866						
SERIAL NO.: 55867						
SERIAL NO.: 55868						
SERIAL NO.: 55869						
SERIAL NO.: 55870						
SERIAL NO.: 55871						
SERIAL NO.: 55872						
SERIAL NO.: 55873						
SERIAL NO.: 55874						
SERIAL NO.: 55875						
SERIAL NO.: 55876						
SERIAL NO.: 55877						
SERIAL NO.: 55878						
SERIAL NO.: 55879						
SERIAL NO.: 55880						
SERIAL NO.: 55881						
SERIAL NO.: 55882						
SERIAL NO.: 55883						
SERIAL NO.: 55884						
SERIAL NO.: 55885						
SERIAL NO.: 55886						
SERIAL NO.: 55887						
SERIAL NO.: 55888						

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 3

INVOICE

INVOICE NUMBER: 0030860-IN
INVOICE DATE: 7/13/2017
ORDER NUMBER: 0018294
ORDER DATE: 2/3/2017
CUSTOMER NO.: USNI001
CUSTOMER P.O. NO.: 6675

SOLD TO:	SHIP TO:
US NIGHT VISION CORP 1420 EAST ROSEVILLE PKWY SUITE 140-321 ROSEVILLE CA 95661	REGULUS GLOBAL 1528 TAYLOR FARM ROAD SUITE 105 WILL SOMERINDYKE VIRGINIA BEACH, VA 23453

SHIP VIA	TRACKING NUMBERS	TERMS
UPS NEXT DAY	;	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.:						
55889						
SERIAL NO.:						
55890						
SERIAL NO.:						
55891						
SERIAL NO.:						
55892						
SERIAL NO.:						
55893						
SERIAL NO.:						
55894						
SERIAL NO.:						
55895						
SERIAL NO.:						
55896						
SERIAL NO.:						
55897						
SERIAL NO.:						
55898						
SERIAL NO.:						
55899						
SERIAL NO.:						
55900						
SERIAL NO.:						
55901						
SERIAL NO.:						
55902						
SERIAL NO.:						
55903						
SERIAL NO.:						
55904						
SERIAL NO.:						
55905						
SERIAL NO.:						
55906						
SERIAL NO.:						
55907						
SERIAL NO.:						
55908						
SERIAL NO.:						
55909						
SERIAL NO.:						
55910						
SERIAL NO.:						
55911						
SERIAL NO.:						
55912						
SERIAL NO.:						
55913						
SERIAL NO.:						
55914						
SERIAL NO.:						
55915						
SERIAL NO.:						
55916						
450175	EACH	395	85	310	559.00	47,515.00

BNVD BATTERY PACK ASSEMBLY

PLEASE NOTE 1 BATTERY PACK IS PACKAGED IN THE SOFT CASE OF EACH UNIT

EXPORT OF THE COMMODITIES DESCRIBED HEREIN IS STRICTLY PROHIBITED WITHOUT A VALID EXPORT LICENSE ISSUED BY THE U.S. DEPT. OF STATE, OFFICE OF MUNITIONS CONTROL PRESCRIBED IN THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) TITLE 22, CODE OF FEDERAL REGS PARTS 121-128

ACCOUNTS NOT PAID WITHIN 30 DAYS OF THE DATE OF THE INVOICE ARE SUBJECT TO A 1.5% MONTHLY FINANCE CHARGE.

NET INVOICE	668,015.00
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	668,015.00



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

INVOICE

Page: 1

INVOICE NUMBER: 0031073-IN

INVOICE DATE: 8/25/2017

ORDER NUMBER: 0018294

ORDER DATE: 2/3/2017

CUSTOMER NO.: USNI001

CUSTOMER P.O. NO.: 6675

SOLD TO:

US NIGHT VISION CORP
1420 EAST ROSEVILLE PKWY
SUITE 140-321
ROSEVILLE CA 95661

SHIP TO:

US NIGHT VISION CORP
ATTN: JOHN BARBIERI
1123 12TH AVE ROAD, #119
NAMPA, ID 83686

SHIP VIA

UPS 2DAY AIR

TRACKING NUMBERS

1ZY2689V3500122736; 1ZY2689V3500122745;
1ZY2689V3500122754; 1ZY2689V3500122763; etc.

TERMS

NET 30 DAYS WITH APPROVAL

ITEM NUMBER

NVD-BNVDSGWP-24

EACH

310

70

BACK ORDERED

240

PRICE

7,300.00

AMOUNT

511,000.00

BNVD-SG (SINGLE GAIN) WITH (WHITE PHOSPHOR FOM 2200-2400 IMAGE TUBES)
INCLUDE: BNVD-SG WITH TUBE/SYSTEM DATA SHEET, SOFT CARRY CASE, HEADMOUNT
W/ BROWPADS, OPERATORS MANUAL, LENS CAPS, NECKCORD, EYECUPS, DEMIST
SHIELDS, SACRIFICIAL WINDOWS, IR SPOT/FLOOD LENS, DOVETAIL MOUNTING
ADAPTER, LENS TISSUE, AND 2 AA BATTERIES

WITH OPTIONAL EXTERNAL BATTERY PACK

SERIAL NO.: 55917
SERIAL NO.: 55918
SERIAL NO.: 55919
SERIAL NO.: 55920
SERIAL NO.: 55921
SERIAL NO.: 55922
SERIAL NO.: 55923
SERIAL NO.: 55924
SERIAL NO.: 55925
SERIAL NO.: 55926
SERIAL NO.: 55927
SERIAL NO.: 55928
SERIAL NO.: 55929
SERIAL NO.: 55930
SERIAL NO.: 55931
SERIAL NO.: 55932
SERIAL NO.: 55933
SERIAL NO.: 55934
SERIAL NO.: 55935
SERIAL NO.: 55936
SERIAL NO.: 55937
SERIAL NO.: 55938
SERIAL NO.: 55939
SERIAL NO.: 55940
SERIAL NO.: 55941

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

INVOICE

Page: 2

INVOICE NUMBER: 0031073-IN
INVOICE DATE: 8/25/2017
ORDER NUMBER: 0018294
ORDER DATE: 2/3/2017
CUSTOMER NO.: USNI001
CUSTOMER P.O. NO.: 6675

SOLD TO:

US NIGHT VISION CORP
1420 EAST ROSEVILLE PKWY
SUITE 140-321
ROSEVILLE CA 95661

SHIP TO:

US NIGHT VISION CORP
ATTN: JOHN BARBIERI
1123 12TH AVE ROAD, #119
NAMPA, ID 83686

SHIP VIA

UPS 2DAY AIR

TRACKING NUMBERS

1ZY2689V3500122736; 1ZY2689V3500122745;
1ZY2689V3500122754; 1ZY2689V3500122763; etc.

TERMS

NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.:	55942					
SERIAL NO.:	55943					
SERIAL NO.:	55944					
SERIAL NO.:	55945					
SERIAL NO.:	55946					
SERIAL NO.:	55947					
SERIAL NO.:	55948					
SERIAL NO.:	55949					
SERIAL NO.:	55950					
SERIAL NO.:	55951					
SERIAL NO.:	55952					
SERIAL NO.:	55953					
SERIAL NO.:	55954					
SERIAL NO.:	55955					
SERIAL NO.:	55956					
SERIAL NO.:	55957					
SERIAL NO.:	55958					
SERIAL NO.:	55959					
SERIAL NO.:	55960					
SERIAL NO.:	55961					
SERIAL NO.:	55962					
SERIAL NO.:	55963					
SERIAL NO.:	55964					
SERIAL NO.:	55965					
SERIAL NO.:	55966					
SERIAL NO.:	55967					
SERIAL NO.:	55968					
SERIAL NO.:	55969					
SERIAL NO.:	55970					
SERIAL NO.:	55971					
SERIAL NO.:	55972					
SERIAL NO.:	55973					

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 3

INVOICE

INVOICE NUMBER: 0031073-IN
INVOICE DATE: 8/25/2017
ORDER NUMBER: 0018294
ORDER DATE: 2/3/2017
CUSTOMER NO.: USNI001
CUSTOMER P.O. NO.: 6675

SOLD TO:

US NIGHT VISION CORP
1420 EAST ROSEVILLE PKWY
SUITE 140-321
ROSEVILLE CA 95661

SHIP TO:

US NIGHT VISION CORP
ATTN: JOHN BARBIERI
1123 12TH AVE ROAD, #119
NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 2DAY AIR	1ZY2689V3500122736; 1ZY2689V3500122745; 1ZY2689V3500122754; 1ZY2689V3500122763; etc.	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.: 55974						
SERIAL NO.: 55975						
SERIAL NO.: 55976						
SERIAL NO.: 55977						
SERIAL NO.: 55978						
SERIAL NO.: 55979						
SERIAL NO.: 55980						
SERIAL NO.: 55981						
SERIAL NO.: 55982						
SERIAL NO.: 55983						
SERIAL NO.: 55984						
SERIAL NO.: 55985						
SERIAL NO.: 55986						
450175	EACH	310	70	240	559.00	39,130.00
BNVD BATTERY PACK ASSEMBLY						

PLEASE NOTE 1 BATTERY PACK IS PACKAGED IN THE SOFT CASE OF EACH UNIT

EXPORT OF THE COMMODITIES DESCRIBED HEREIN IS STRICTLY PROHIBITED WITHOUT A VALID EXPORT LICENSE ISSUED BY THE U.S. DEPT. OF STATE, OFFICE OF MUNITIONS CONTROL PRESCRIBED IN THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) TITLE 22, CODE OF FEDERAL REGS PARTS 121-128

ACCOUNTS NOT PAID WITHIN 30 DAYS OF THE DATE OF THE INVOICE ARE SUBJECT TO A 1.5% MONTHLY FINANCE CHARGE.

NET INVOICE	550,130.00
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	550,130.00



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 1

INVOICE

INVOICE NUMBER: 0031239-IN

INVOICE DATE: 9/28/2017

ORDER NUMBER: 0018294

ORDER DATE: 2/3/2017

CUSTOMER NO.: USNI001

CUSTOMER P.O. NO.: 6675

SOLD TO:	SHIP TO:
US NIGHT VISION CORP 1420 EAST ROSEVILLE PKWY SUITE 140-321 ROSEVILLE CA 95661	US NIGHT VISION CORP. 1123 12TH AVE, #119 NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 3-DAY	1ZY2689V3900124861; 1ZY2689V3900124870; 1ZY2689V3900124889; 1ZY2689V3900124898; etc.	NET 30 DAYS

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
NVD-BNVDSGWP-24	EACH	240	70	170	7,300.00	511,000.00

BNVD-SG (SINGLE GAIN) WITH (WHITE PHOSPHOR FOM 2200-2400 IMAGE TUBES)
INCLUDE: BNVD-SG WITH TUBE/SYSTEM DATA SHEET, SOFT CARRY CASE, HEADMOUNT
W/ BROWPADS, OPERATORS MANUAL, LENS CAPS, NECKCORD, EYECUPS, DEMIST
SHIELDS, SACRIFICIAL WINDOWS, IR SPOT/FLOOD LENS, DOVETAIL MOUNTING
ADAPTER, LENS TISSUE, AND 2 AA BATTERIES

WITH OPTIONAL EXTERNAL BATTERY PACK

SERIAL NO.: 55987
SERIAL NO.: 55988
SERIAL NO.: 55989
SERIAL NO.: 55990
SERIAL NO.: 55991
SERIAL NO.: 55992
SERIAL NO.: 55993
SERIAL NO.: 55994
SERIAL NO.: 55995
SERIAL NO.: 55996
SERIAL NO.: 55997
SERIAL NO.: 55998
SERIAL NO.: 55999
SERIAL NO.: 56000
SERIAL NO.: 56001
SERIAL NO.: 56002
SERIAL NO.: 56003
SERIAL NO.: 56004
SERIAL NO.: 56005
SERIAL NO.: 56006
SERIAL NO.: 56007
SERIAL NO.: 56008
SERIAL NO.: 56009
SERIAL NO.: 56010
SERIAL NO.: 56011

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

INVOICE

Page: 2

INVOICE NUMBER: 0031239-IN
INVOICE DATE: 9/28/2017
ORDER NUMBER: 0018294
ORDER DATE: 2/3/2017
CUSTOMER NO.: USNI001
CUSTOMER P.O. NO.: 6675

SOLD TO:

US NIGHT VISION CORP
1420 EAST ROSEVILLE PKWY
SUITE 140-321
ROSEVILLE CA 95661

SHIP TO:

US NIGHT VISION CORP.
1123 12TH AVE,
#119
NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 3-DAY	1ZY2689V3900124861; 1ZY2689V3900124870; 1ZY2689V3900124889; 1ZY2689V3900124898; etc.	NET 30 DAYS

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.:	56012					
SERIAL NO.:	56013					
SERIAL NO.:	56014					
SERIAL NO.:	56015					
SERIAL NO.:	56016					
SERIAL NO.:	56017					
SERIAL NO.:	56018					
SERIAL NO.:	56020					
SERIAL NO.:	56021					
SERIAL NO.:	56022					
SERIAL NO.:	56023					
SERIAL NO.:	56024					
SERIAL NO.:	56025					
SERIAL NO.:	56026					
SERIAL NO.:	56027					
SERIAL NO.:	56028					
SERIAL NO.:	56029					
SERIAL NO.:	56030					
SERIAL NO.:	56031					
SERIAL NO.:	56032					
SERIAL NO.:	56033					
SERIAL NO.:	56034					
SERIAL NO.:	56035					
SERIAL NO.:	56036					
SERIAL NO.:	56037					
SERIAL NO.:	56038					
SERIAL NO.:	56040					
SERIAL NO.:	56041					
SERIAL NO.:	56042					
SERIAL NO.:	56043					
SERIAL NO.:	56044					
SERIAL NO.:	56045					

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 3

INVOICE

INVOICE NUMBER: 0031239-IN

INVOICE DATE: 9/28/2017

ORDER NUMBER: 0018294

ORDER DATE: 2/3/2017

CUSTOMER NO.: USNI001

CUSTOMER P.O. NO.: 6675

SOLD TO:	SHIP TO:
US NIGHT VISION CORP 1420 EAST ROSEVILLE PKWY SUITE 140-321 ROSEVILLE CA 95661	US NIGHT VISION CORP. 1123 12TH AVE, #119 NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 3-DAY	1ZY2689V3900124861; 1ZY2689V3900124870; 1ZY2689V3900124889; 1ZY2689V3900124898; etc.	NET 30 DAYS

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.: 56046						
SERIAL NO.: 56047						
SERIAL NO.: 56048						
SERIAL NO.: 56049						
SERIAL NO.: 56050						
SERIAL NO.: 56052						
SERIAL NO.: 56053						
SERIAL NO.: 56054						
SERIAL NO.: 56055						
SERIAL NO.: 56056						
SERIAL NO.: 56057						
SERIAL NO.: 56058						
SERIAL NO.: 56059						
450175	EACH	240	70	170	559.00	39,130.00
BNVD BATTERY PACK ASSEMBLY						

PLEASE NOTE 1 BATTERY PACK IS PACKAGED IN THE SOFT CASE OF EACH UNIT

EXPORT OF THE COMMODITIES DESCRIBED HEREIN IS STRICTLY PROHIBITED WITHOUT A VALID EXPORT LICENSE ISSUED BY THE U.S. DEPT. OF STATE, OFFICE OF MUNITIONS CONTROL PRESCRIBED IN THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) TITLE 22, CODE OF FEDERAL REGS PARTS 121-128

ACCOUNTS NOT PAID WITHIN 30 DAYS OF THE DATE OF THE INVOICE ARE SUBJECT TO A 1.5% MONTHLY FINANCE CHARGE.

NET INVOICE	550,130.00
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	550,130.00



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

INVOICE

Page: 1

INVOICE NUMBER: 0031331-IN
INVOICE DATE: 10/11/2017
ORDER NUMBER: 0018294
ORDER DATE: 2/3/2017
CUSTOMER NO.: USNI001
CUSTOMER P.O. NO.: 6675

SOLD TO:	SHIP TO:
US NIGHT VISION CORP 1420 EAST ROSEVILLE PKWY SUITE 140-321 ROSEVILLE CA 95661	US NIGHT VISION CORP. 1123 12TH AVE, #119 NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 2DAY AIR	1ZY2689V3500125564; 1ZY2689V3500125573; 1ZY2689V3500125582; 1ZY2689V3500125591; etc.	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
NVD-BNVDSGWP-24	EACH	167	167	0	7,300.00	1,219,100.00

BNVD-SG (SINGLE GAIN) WITH (WHITE PHOSPHOR FOM 2200-2400 IMAGE TUBES)
INCLUDE: BNVD-SG WITH TUBE/SYSTEM DATA SHEET, SOFT CARRY CASE, HEADMOUNT
W/ BROWPADS, OPERATORS MANUAL, LENS CAPS, NECKCORD, EYECUPS, DEMIST
SHIELDS, SACRIFICIAL WINDOWS, IR SPOT/FLOOD LENS, DOVETAIL MOUNTING
ADAPTER, LENS TISSUE, AND 2 AA BATTERIES

WITH OPTIONAL EXTERNAL BATTERY PACK

SERIAL NO.: 56019
SERIAL NO.: 56039
SERIAL NO.: 56060
SERIAL NO.: 56061
SERIAL NO.: 56062
SERIAL NO.: 56063
SERIAL NO.: 56064
SERIAL NO.: 56065
SERIAL NO.: 56066
SERIAL NO.: 56067
SERIAL NO.: 56068
SERIAL NO.: 56069
SERIAL NO.: 56070
SERIAL NO.: 56071
SERIAL NO.: 56072
SERIAL NO.: 56073
SERIAL NO.: 56074
SERIAL NO.: 56075
SERIAL NO.: 56079
SERIAL NO.: 56080
SERIAL NO.: 56081
SERIAL NO.: 56082
SERIAL NO.: 56083
SERIAL NO.: 56084
SERIAL NO.: 56085

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 2

INVOICE

INVOICE NUMBER: 0031331-IN

INVOICE DATE: 10/11/2017

ORDER NUMBER: 0018294

ORDER DATE: 2/3/2017

CUSTOMER NO.: USNI001

CUSTOMER P.O. NO.: 6675

SOLD TO:

US NIGHT VISION CORP
1420 EAST ROSEVILLE PKWY
SUITE 140-321
ROSEVILLE CA 95661

SHIP TO:

US NIGHT VISION CORP.
1123 12TH AVE,
#119
NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 2DAY AIR	1ZY2689V3500125564; 1ZY2689V3500125573; 1ZY2689V3500125582; 1ZY2689V3500125591; etc.	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.: 56086						
SERIAL NO.: 56087						
SERIAL NO.: 56088						
SERIAL NO.: 56089						
SERIAL NO.: 56090						
SERIAL NO.: 56091						
SERIAL NO.: 56092						
SERIAL NO.: 56093						
SERIAL NO.: 56094						
SERIAL NO.: 56095						
SERIAL NO.: 56096						
SERIAL NO.: 56097						
SERIAL NO.: 56098						
SERIAL NO.: 56099						
SERIAL NO.: 56100						
SERIAL NO.: 56101						
SERIAL NO.: 56102						
SERIAL NO.: 56103						
SERIAL NO.: 56104						
SERIAL NO.: 56105						
SERIAL NO.: 56106						
SERIAL NO.: 56107						
SERIAL NO.: 56108						
SERIAL NO.: 56109						
SERIAL NO.: 56110						
SERIAL NO.: 56111						
SERIAL NO.: 56112						
SERIAL NO.: 56113						
SERIAL NO.: 56114						
SERIAL NO.: 56115						
SERIAL NO.: 56116						
SERIAL NO.: 56117						

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 3

INVOICE

INVOICE NUMBER: 0031331-IN

INVOICE DATE: 10/11/2017

ORDER NUMBER: 0018294

ORDER DATE: 2/3/2017

CUSTOMER NO.: USNI001

CUSTOMER P.O. NO.: 6675

SOLD TO:	SHIP TO:
US NIGHT VISION CORP 1420 EAST ROSEVILLE PKWY SUITE 140-321 ROSEVILLE CA 95661	US NIGHT VISION CORP. 1123 12TH AVE, #119 NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 2DAY AIR	1ZY2689V3500125564; 1ZY2689V3500125573; 1ZY2689V3500125582; 1ZY2689V3500125591; etc.	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.: 56118						
SERIAL NO.: 56119						
SERIAL NO.: 56120						
SERIAL NO.: 56121						
SERIAL NO.: 56122						
SERIAL NO.: 56123						
SERIAL NO.: 56124						
SERIAL NO.: 56125						
SERIAL NO.: 56126						
SERIAL NO.: 56127						
SERIAL NO.: 56128						
SERIAL NO.: 56129						
SERIAL NO.: 56130						
SERIAL NO.: 56131						
SERIAL NO.: 56132						
SERIAL NO.: 56133						
SERIAL NO.: 56134						
SERIAL NO.: 56135						
SERIAL NO.: 56136						
SERIAL NO.: 56137						
SERIAL NO.: 56138						
SERIAL NO.: 56139						
SERIAL NO.: 56140						
SERIAL NO.: 56141						
SERIAL NO.: 56142						
SERIAL NO.: 56143						
SERIAL NO.: 56144						
SERIAL NO.: 56145						
SERIAL NO.: 56146						
SERIAL NO.: 56147						
SERIAL NO.: 56148						
SERIAL NO.: 56149						

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 4

INVOICE

INVOICE NUMBER: 0031331-IN

INVOICE DATE: 10/11/2017

ORDER NUMBER: 0018294

ORDER DATE: 2/3/2017

CUSTOMER NO.: USNI001

CUSTOMER P.O. NO.: 6675

SOLD TO:

US NIGHT VISION CORP
1420 EAST ROSEVILLE PKWY
SUITE 140-321
ROSEVILLE CA 95661

SHIP TO:

US NIGHT VISION CORP.
1123 12TH AVE,
#119
NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 2DAY AIR	1ZY2689V3500125564; 1ZY2689V3500125573; 1ZY2689V3500125582; 1ZY2689V3500125591; etc.	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.: 56150						
SERIAL NO.: 56151						
SERIAL NO.: 56152						
SERIAL NO.: 56153						
SERIAL NO.: 56154						
SERIAL NO.: 56155						
SERIAL NO.: 56156						
SERIAL NO.: 56157						
SERIAL NO.: 56158						
SERIAL NO.: 56159						
SERIAL NO.: 56160						
SERIAL NO.: 56161						
SERIAL NO.: 56162						
SERIAL NO.: 56163						
SERIAL NO.: 56164						
SERIAL NO.: 56165						
SERIAL NO.: 56166						
SERIAL NO.: 56167						
SERIAL NO.: 56168						
SERIAL NO.: 56169						
SERIAL NO.: 56170						
SERIAL NO.: 56171						
SERIAL NO.: 56172						
SERIAL NO.: 56173						
SERIAL NO.: 56174						
SERIAL NO.: 56175						
SERIAL NO.: 56176						
SERIAL NO.: 56177						
SERIAL NO.: 56178						
SERIAL NO.: 56179						
SERIAL NO.: 56180						
SERIAL NO.: 56181						

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 5

INVOICE

INVOICE NUMBER: 0031331-IN

INVOICE DATE: 10/11/2017

ORDER NUMBER: 0018294

ORDER DATE: 2/3/2017

CUSTOMER NO.: USNI001

CUSTOMER P.O. NO.: 6675

SOLD TO:

US NIGHT VISION CORP
1420 EAST ROSEVILLE PKWY
SUITE 140-321
ROSEVILLE CA 95661

SHIP TO:

US NIGHT VISION CORP.
1123 12TH AVE,
#119
NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 2DAY AIR	1ZY2689V3500125564; 1ZY2689V3500125573; 1ZY2689V3500125582; 1ZY2689V3500125591; etc.	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.: 56182						
SERIAL NO.: 56183						
SERIAL NO.: 56184						
SERIAL NO.: 56185						
SERIAL NO.: 56186						
SERIAL NO.: 56187						
SERIAL NO.: 56188						
SERIAL NO.: 56189						
SERIAL NO.: 56190						
SERIAL NO.: 56191						
SERIAL NO.: 56192						
SERIAL NO.: 56193						
SERIAL NO.: 56194						
SERIAL NO.: 56195						
SERIAL NO.: 56196						
SERIAL NO.: 56197						
SERIAL NO.: 56198						
SERIAL NO.: 56199						
SERIAL NO.: 56200						
SERIAL NO.: 56201						
SERIAL NO.: 56202						
SERIAL NO.: 56203						
SERIAL NO.: 56204						
SERIAL NO.: 56205						
SERIAL NO.: 56206						
SERIAL NO.: 56207						
SERIAL NO.: 56208						
SERIAL NO.: 56209						
SERIAL NO.: 56210						
SERIAL NO.: 56211						
SERIAL NO.: 56212						
SERIAL NO.: 56213						

Continued



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

Page: 6

INVOICE

INVOICE NUMBER: 0031331-IN
INVOICE DATE: 10/11/2017
ORDER NUMBER: 0018294
ORDER DATE: 2/3/2017
CUSTOMER NO.: USNI001
CUSTOMER P.O. NO.: 6675

SOLD TO:

US NIGHT VISION CORP
1420 EAST ROSEVILLE PKWY
SUITE 140-321
ROSEVILLE CA 95661

SHIP TO:

US NIGHT VISION CORP.
1123 12TH AVE,
#119
NAMPA, ID 83686

SHIP VIA	TRACKING NUMBERS	TERMS
UPS 2DAY AIR	1ZY2689V3500125564; 1ZY2689V3500125573; 1ZY2689V3500125582; 1ZY2689V3500125591; etc.	NET 30 DAYS WITH APPROVAL

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT
SERIAL NO.: 56214						
SERIAL NO.: 56215						
SERIAL NO.: 56216						
SERIAL NO.: 56217						
SERIAL NO.: 56218						
SERIAL NO.: 56219						
SERIAL NO.: 56220						
SERIAL NO.: 56221						
SERIAL NO.: 56222						
SERIAL NO.: 56223						
SERIAL NO.: 56224						
SERIAL NO.: 56225						
SERIAL NO.: 56226						
SERIAL NO.: 56355						
450175	EACH	167	167	0	559.00	93,353.00
BNVD BATTERY PACK ASSEMBLY						
PLEASE NOTE 1 BATTERY PACK IS PACKAGED IN THE SOFT CASE OF EACH UNIT						
/MISC		96	96	0	426.88	40,980.48
TUBE UPGRADE						
NVD-BNVDSGWP-24	EACH	3	3	0	7,300.00	21,900.00
BNVD-SG (SINGLE GAIN) WITH (WHITE PHOSPHOR FOM 2200-2400 IMAGE TUBES)						
INCLUDE: BNVD-SG WITH TUBE/SYSTEM DATA SHEET, SOFT CARRY CASE, HEADMOUNT						
W/ BROWPADS, OPERATORS MANUAL, LENS CAPS, NECKCORD, EYECUPS, DEMIST						
SHIELDS, SACRIFICIAL WINDOWS, IR SPOT/FLOOD LENS, DOVETAIL MOUNTING						
ADAPTER, LENS TISSUE, AND 2 AA BATTERIES						
UNITS REPAIRED UNDER WARRANTY						
SERIAL NO.: 55987						
SERIAL NO.: 55998						
SERIAL NO.: 56024						
450175	EACH	3	3	0	559.00	1,677.00
BNVD BATTERY PACK ASSEMBLY						

EXPORT OF THE COMMODITIES DESCRIBED HEREIN IS STRICTLY PROHIBITED
WITHOUT A VALID EXPORT LICENSE ISSUED BY THE U.S. DEPT. OF STATE, OFFICE OF
MUNITIONS CONTROL PRESCRIBED IN THE INTERNATIONAL TRAFFIC IN ARMS
REGULATIONS (ITAR) TITLE 22, CODE OF FEDERAL REGS PARTS 121-128

ACCOUNTS NOT PAID WITHIN 30 DAYS OF THE DATE OF THE INVOICE ARE SUBJECT TO A 1.5%
MONTHLY FINANCE CHARGE.

NET INVOICE	1,377,010.48
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	1,377,010.48



P.O. BOX 3415
ALLENTOWN PA 18106

Phone: 610-395-9743 Fax: 610-395-9744
website: www.nvdepot.com

INVOICE

Page: 7

INVOICE NUMBER: 0031331-IN

INVOICE DATE: 10/11/2017

ORDER NUMBER: 0018294

ORDER DATE: 2/3/2017

CUSTOMER NO.: USNI001

CUSTOMER P.O. NO.: 6675

SOLD TO:	SHIP TO:
US NIGHT VISION CORP 1420 EAST ROSEVILLE PKWY SUITE 140-321 ROSEVILLE CA 95661	US NIGHT VISION CORP. 1123 12TH AVE, #119 NAMPA, ID 83686

SHIP VIA		TRACKING NUMBERS			TERMS	
UPS 2DAY AIR		1ZY2689V3500125564; 1ZY2689V3500125573; 1ZY2689V3500125582; 1ZY2689V3500125591; etc.			NET 30 DAYS WITH APPROVAL	
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED	PRICE	AMOUNT

EXPORT OF THE COMMODITIES DESCRIBED HEREIN IS STRICTLY PROHIBITED
WITHOUT A VALID EXPORT LICENSE ISSUED BY THE U.S. DEPT. OF STATE, OFFICE OF
MUNITIONS CONTROL PRESCRIBED IN THE INTERNATIONAL TRAFFIC IN ARMS
REGULATIONS (ITAR) TITLE 22, CODE OF FEDERAL REGS PARTS 121-128

ACCOUNTS NOT PAID WITHIN 30 DAYS OF THE DATE OF THE INVOICE ARE SUBJECT TO A 1.5%
MONTHLY FINANCE CHARGE.

NET INVOICE	1,377,010.48
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	1,377,010.48